



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 20, 2006

IN REPLY PLEASE
REFER TO FILE: **LD-1**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR THE TRANSFER OF STORM DRAIN SYSTEMS
CITY OF WHITTIER
SUPERVISORIAL DISTRICT 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve the enclosed Agreement between the Los Angeles County Flood Control District (LACFCD) and the City of Whittier that warrants the rights of way as to title, extent, and location of drainage facilities when transferred from the City to the LACFCD for operation and maintenance, pursuant to Section 13-3/4 of the Los Angeles County Flood Control Act.
2. Authorize and instruct the Mayor of the Board of Supervisors to execute the Agreement on behalf of the LACFCD.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LACFCD has executed similar Agreements with other cities in the County. Under the terms of the Agreement, the City warrants the accuracy of the right of way for future storm drain transfers, and the LACFCD would eliminate its independent review except for an abbreviated review on major projects where extensive fee title is taken. This will accelerate the process of transferring facilities. No storm drain facilities or property interests are being conveyed to the LACFCD at this time.

Implementation of Strategic Plan Goals

The Agreement will expedite the storm drain transfer from the City to the LACFCD and is consistent with the County Strategic Plan Goal of Service Excellence since the regularly scheduled maintenance of flood control facilities is needed to provide flood protection that improves the quality of life to residents in the area.

FISCAL IMPACT/FINANCING

No fiscal impact. The above-mentioned facilities are those drainage facilities that are built by the City or by private developers under bond to the City that are to be transferred to the LACFCD for operation and maintenance. The rights of way for these facilities are granted first to the City and then quitclaimed to the LACFCD as the facilities are transferred.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 13-3/4 of the Los Angeles County Flood Control Act authorizes your Board to accept the transfer and conveyance of storm drain facilities to the LACFCD upon approval of a City resolution by four-fifths vote of the City Council.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No adverse impact.

The Honorable Board of Supervisors
July 20, 2006
Page 3

CONCLUSION

An original and four copies of the Agreement are enclosed and have been signed by the City of Whittier. Please have the Mayor sign the original and one copy and have the Executive Officer-Clerk of the Board of Supervisors complete the acknowledgment on all copies. Please forward the original, one fully signed copy, and one conformed copy of the Agreement to Public Works. Retain one conformed copy for your interim file, pending return of the original after recordation by our office, and forward one conformed copy to the Auditor-Controller.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

ED:plg

P:\dpub\SUBPCHECK\Board\City of Whittier Transfer Agreement.doc

Enc. 5

cc: Auditor-Controller
Chief Administrative Office
County Counsel

RECORDING REQUESTED BY:
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property
Management Division
R/W Engineering Section

Space Above This Line Reserved For Recorder's Use

AGREEMENT

THIS AGREEMENT IS DATED FOR
REFERENCE ONLY, AND MADE
BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,

a body corporate and politic of the State of California,
hereinafter referred to as "DISTRICT."

AND

CITY OF WHITTIER

a municipal corporation of the State of California,
hereinafter referred to as "CITY."

RECITALS

- A. DISTRICT's primary function is the control and conservation of the flood, storm, and other waste water of said DISTRICT;
- B. DISTRICT is authorized by Section 13-3/4 of the Los Angeles County Flood Control Act to accept transfers and conveyances of flood control facilities for operation, maintenance, repair and improvement thereof;
- C. CITY periodically request by resolution that the DISTRICT accept transfers and conveyances of certain flood control facilities for operation, maintenance, repair and improvement thereof;
- D. Acceptance by the DISTRICT of the flood control facilities for such purposes will benefit the CITY.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Upon the execution of this Agreement by both parties, all transfers and conveyances of flood control facilities thereafter requested by CITY and accepted by DISTRICT shall be subject to the following:

1. CITY shall warrant that said facilities are contained within the described right of way, that it has complied with the DISTRICT's requirements as to the location of said facilities, that right of way is sufficient for the protection of the facilities and an access of road, if necessary; that the land identified or described in the document by which the CITY acquired its interest is physically locatable by interpretation or accurate analysis of the document, and by ties to legal points of record; and that said document contains no discontinuities, gaps, or overlaps.
2. CITY shall further warrant that it has good and sufficient title to the interest in the property in, over, under, and across which the facilities were constructed, that CITY has the right to execute the deed transferring and conveying the same to DISTRICT, and that the interest transferred and conveyed by CITY to DISTRICT is free of all prior liens, encumbrances, charges, and conditions, unless expressly agreed to in writing by the DISTRICT's Chief Engineer.
3. City agrees to pay the cost of any relocation or modification of said facilities made necessary by a relocation, change in grade, or other modification of any street or structure owned or under control of CITY.
4. CITY agrees to indemnify and hold harmless the DISTRICT, its officers, agents, and employees, from any and all loss, damage, or expense which DISTRICT, its officers, agents, and employees may suffer by reason of the breach of the foregoing warranties, and shall, when requested to do so by DISTRICT, defend any action brought against DISTRICT as a result of such breach.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers, on MAY 10, 2006 and by the DISTRICT, on _____, 2006.

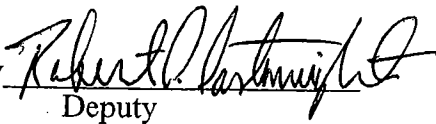
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
a body corporate and politic

BY _____

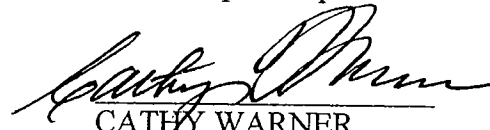
ATTEST:
SACHI A. HAMAI
Executive Office of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

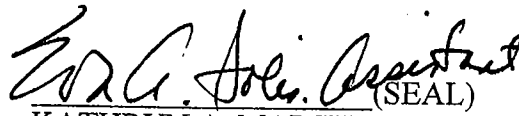
APPROVED AS TO FORM:
County Counsel

By 
Deputy

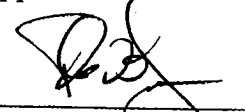
CITY OF WHITTIER
A Municipal Corporation


CATHY WARNER
Mayor of the City of Whittier
Whittier, California

ATTEST:

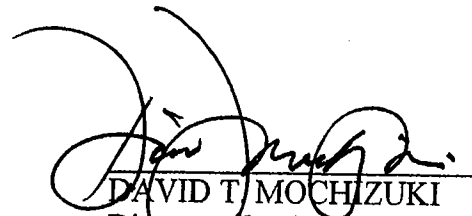
 (SEAL)
for KATHRYN A. MARSHALL
City Clerk

Approved as to form:


RICHARD D. JONES
City Attorney

Approved as to content:


STEPHEN W. HELVEY
City Manager


DAVID T. MOCHIZUKI
Director of Public Works

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

LOS ANGELES

ss.

On MAY 10, 2006

Date

before me,

MARSHA L. MORALES, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

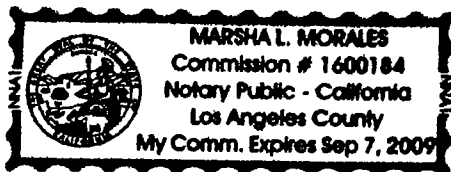
personally appeared

CATHY WAENER

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Marsha L. Morales

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: LOS ANGELES CO. FLOOD CONTROL DIST. AGREEMENT

Document Date: MAY 10, 2006

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: CATHY WAENER

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: MAYOR

Signer Is Representing: CITY OF WHITTIER

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here